

BILL NO. S-92-07-18

SPECIAL ORDINANCE NO. S-124-92

AN ORDINANCE approving Contract FOR PARTIAL ROOF REPLACEMENT FOR FIRE STATION #11 between PETTIGREW & SONS, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

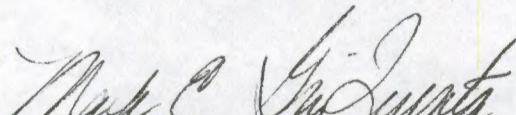
SECTION 1. That the Contract FOR PARTIAL ROOF REPLACEMENT FOR FIRE STATION #11 by and between PETTIGREW & SONS, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

all labor and materials required to complete the partial roof replacement, miscellaneous roof construction, flashing work, general, electrical and plumbing construction for Fire Station #11 located at 405 E. Rudisill Blvd., as drawn and specified in the contract documents prepared by Grinsfelder Associates Architects, Inc.;

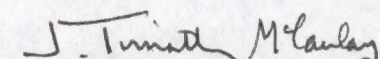
involving a total cost of Nineteen Thousand Two Hundred Sixty-Two and 50/100 Dollars (\$19,262.50).

SECTION 2. ~~Prior Approval has been requested from Common Council on JULY 28, 1992.~~ Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



Owner's copy  
Steve Hinton

AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is  
STIPULATED SUM

1987 EDITION

Fire St 7 & 11

(CMS + Pettigrew)

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## AGREEMENT

made as of the twenty-second (22nd) day of July in the year of  
Nineteen Hundred and ninety-two (1992)

**BETWEEN** the Owner:  
(Name and address) City of Fort Wayne  
Board of Public Works  
One Main Street  
Fort Wayne, Indiana 46802

and the Contractor:  
(Name and address) Pettigrew & Sons, Inc.  
333 Ley Road  
Fort Wayne, Indiana 46825

The Project is:  
(Name and location) Partial Roof Replacement for  
Fire Station Number Eleven (#11)  
405 East Rudisill Boulevard  
Fort Wayne, Indiana 46806

The Architect is:  
(Name and address) Grinsfelder Associates Architects, Inc.  
903 West Berry Street  
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All labor and materials required to complete the partial roof replacement, miscellaneous roof construction, flashing work, general, electrical, and plumbing construction for Fire Station Number Eleven (#11) located at 405 East Rudisill Boulevard, Fort Wayne, Indiana 46806 as drawn and specified in the Contract Documents prepared by Grinsfelder Associates Architects, Inc.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

within 30 calendar days after execution of Contract, weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

within 15 calendar days, weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

None

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of nineteen thousand two hundred sixty-two and no hundredths Dollars (\$ 19,262.00), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

Principal Bid Sum Number Two (#2): 20 year warranty, coal tar BUR system/insulated/gravel surface. Specification Allied Signal Black Armor RP41.	\$18,562.00
Informative Bid Number Two (#2): Upgrade the insulation thermal value to R-19.	<u>700.00</u>
Total	\$19,262.00

**4.3** Unit prices, if any, are as follows:

The removal and replacement of damaged or dryrotted wood trim and blocking with wolmanized treated wood for the sum of \$2.90 per lin.ft. (based on 2 x 8 lumber dim.)

The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced for the sum of \$5.00 per square foot.

## **ARTICLE 5**

### **PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~as follows:~~

**5.3** Provided an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than        days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

None.

## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

N/A

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

No Lien Attachment.

## **ARTICLE 8**

### **TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 22, 1992, and are as follows:

Document	Title	Pages
Article 1.1.1.	The Contract Documents	SC-1
Article 1.1.2.	The Contract	SC-1
Article 1.1.3.	The Work	SC-1
Article 1.1.4.	The Project	SC-1
Article 1.2.	Execution, Correlation & Intent	SC-1
Article 2.1.	The Owner	SC-1
Article 3.9.	Superintendent	SC-2
Article 3.13.	Use of Site	SC-2
Article 3.14.	Cutting & Patching of Work	SC-2
Article 4.1.	Architect	SC-2
Article 5.2.	Award of Subcontracts	SC-2
Article 9.2.	Schedule of Values	SC-2
Article 9.3.	Application for Payment	SC-2 through SC-3
Article 9.10.	Final Completion/Final Payment	SC-3
Article 11.	Insurance and Bonds	SC-3 through SC-6

Continued on Attachment A

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Section 01010	Summary of Work	01010-1 through 01010-4
Section 01040	Project Coordination	01040-1 through 01040-3
Section 01045	Cutting and Patching	01045-1 through 01045-2
Section 01090	Definitions and Standards	01090-1 through 01090-3
Section 01300	Submittals	01300-1 through 01300-4
Section 01500	Temporary Facilities	01500-1 through 01500-2
Section 01700	Project Closeout	01700-1 through 01700-2
Section 02070	Selective Demolition	02070-1 through 02070-6
Section 06100	Rough Carpentry	06100-1 through 06100-2
Section 07511	Built-up Asphalt Roofing	07511-1 through 07511-10
Section 07512	Built-up Coal Tar Roofing	07512-1 through 07512-9
Section 07600	Flashing & Sheet Metal	07600-1 through 07600-3
Section 07900	Joint Sealers	07900-1 through 07900-2
Section 09900	Painting	09900-1 through 09900-3
Section 10000	Miscellaneous Work	10000-1

Attachment A

<u>Document</u>	<u>Title</u>	<u>Pages</u>
Article 11.3.	Property Insurance	SC-6
Article 11.4.	Performance Bond/Payment Bond	SC-7
Article 13.1.	Governing Law	SC-7
Article 15.	Specifications Explanation	SC-7
Article 16	Manufacturer's Directions	SC-7

9.1.5 The Drawings are as follows, and are dated May 22, 1992 unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Sheet A2-2	Roof Plan, Roof Details	5/22/92

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
Addendum Number One (#1)	June 15, 1992	one page

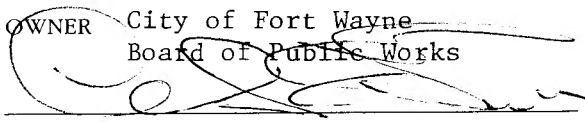
Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

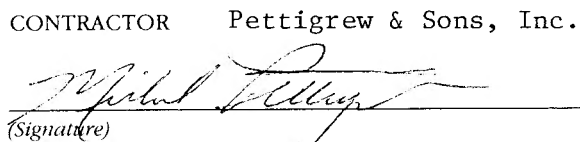
*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

1. Additional items from the project manual dated May 22, 1992.
  - a. Notice to Bidders, page NB-1
  - b. Instructions to Bidders, pages IB-1 through IB-6
  - c. Executive Order 90-01 letter.
  - d. Prevailing Wage Scale.
2. Contractors Certificate of Insurance.
3. No Lien Attachment.
4. Notice of Award.
5. Proposal Form dated June 17, 1992.
6. Bid Bond dated June 17, 1992.
7. Form No. 96 Part I & II dated June 17, 1992.
8. Street Barricade Form.
9. Emerging Business Enterprise (EBE) Declaration Form.
10. Current Contractual Obligations dated June 17, 1992.
11. Financial Statement.
12. Standard Questionnaires and Financial Statement for Bidders.
13. City of Fort Wayne Affirmative Action Program dated June 15, 1992.
14. Pettigrew & Sons, Inc. Equal Employment letter dated June 16, 1992 (2 pages).
15. Affirmative Action/Contract Compliance dated June 16, 1992.
16. Bidder Vendor Anti-Apartheid Certification dated June 16, 1992.
17. Certificate of Non-Segregated Facilities dated June 16, 1992.
18. Pre-Bid Meeting Notes dated June 3, 1992.
19. Review of Contractor Requirements dated July 8, 1992.
20. Memo to Walter Jordan regarding EBE Waiver dated July 13, 1992.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER City of Fort Wayne  
Board of Public Works  
  
(Signature)

Charles Layton, Chairman  
(Printed name and title)

CONTRACTOR Pettigrew & Sons, Inc.  
  
(Signature)

Michael Pettigrew, President  
(Printed name and title)




**CAUTION:** You should sign an original AIA document which has this caution printed in red.  
An original assures that changes will not be obscured as may occur when documents are reproduced.

continued,

CITY OF FORT WAYNE (Owner)

  
Katherine A. Carrier, Member

  
C. James Owen, Member

  
ATTEST: Patricia J. Crick, Clerk

22 JULY 1992  
Date

NO LIEN ATTACHMENT

The Contractor for himself and all other persons performing labor or furnishing materials or machinery under or by virtue of this Contract hereby waives all right to take a mechanic's lien upon said real estate or any buildings or improvements there, agrees on behalf of himself and all such other persons that no lien shall attach to the real estate or any buildings or improvements thereon, agrees to preserve said real estate and all buildings and structures of every kind free from liens for materials or machinery furnished and for work and labor done pursuant to this Contract, and agrees to save the Owner free and harmless of any and all costs and expenses which may directly or indirectly result from the filing by any person of a mechanic's lien upon said real estate or any improvements thereon, and further agrees to pay all the expenses and costs which may be necessary to free said real estate and all improvements thereon from any notice of a mechanic's lien which might be filed by any person. Legal description of above mentioned real estate is for Fort Wayne Fire Station Number Eleven (#11), 405 East Rudisill Boulevard, Fort Wayne, Indiana 46806 and is as follows: North 7.83 feet Lot 34, all Lots 35 & 36, South 7 feet Lot 37, Avondale Addition.

PETTIGREW & SONS, INC.

BY: *Michael Pettigrew*

STATE OF INDIANA:  
COUNTY OF ALLEN:

Before me, a Notary Public in and for said County and State, personally appeared Michael Pettigrew, President of Pettigrew & Sons, Inc., who acknowledged execution of the foregoing No-Lien Contract, witness my hand and notarial seal this 21<sup>st</sup> day of July, 1992.

*Cynthia S. Stoffel*  
Cynthia S. Stoffel

, Notary Public

My Commission Expires: 9/21/93  
County of Residence: Allen

BY: \_\_\_\_\_

STATE OF INDIANA:  
COUNTY OF ALLEN:

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ for the \_\_\_\_\_, who acknowledged execution of the foregoing No-Lien Contract, witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
, Notary Public

My Commission Expires:  
County of Residence:

Read the first time in full and on motion by Edmonds, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 7-28-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Miss Jute, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-11-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-124-92 on the 11th day of August, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of August, 1992, at the hour of 10:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of August, 1992, at the hour of 1:00 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Partial Roof Replacement for Fire Station #11.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: This contract is for all labor and materials required to complete the partial roof replacement, miscellaneous roof construction, flashing work, general, electrical and plumbing construction for Fire Station #11 located at 405 E. Rudisill Blvd., as drawn and specified in the contract documents prepared by Grinsfelder Associates Architects, Inc. Pettigrew & Sons, Inc., is the contractor. ~~PRIOR APPROVAL REQUESTED 7/28/92.~~

EFFECT OF PASSAGE: Improved roof conditions at Fire Station #11.

EFFECT OF NON PASSAGE:

*J-92-07-18*

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$19,262.50  
(Departmental Budget)

ASSIGNED TO COMMITTEE:

BILL NO. S-92-07-18

REPORT OF THE COMMITTEE ON  
FINANCE

MARK E. GIAQUINTA, CHAIR  
DONALD J. SCHMIDT, VICE CHAIR  
EDMONDS, RAVINE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
FOR PARTIAL ROOF REPLACEMENT FOR FIRE STATION #11 between PETTIGREW  
& SONS, INC. and the City of Fort Wayne, Indiana in connection  
with the Board of Public Works

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Mark E. Giaquinta*

*C. B. Edmond*

*[Signature]*

*[Signature]*

DATED: 8-11-92

Sandra E. Kennedy  
City Clerk